

**APPLICATION FORM FOR BOOKING OF SHOP/UNIT IN  
SWARN CITY CENTRE**

To,

M/s CLEOH HOMEZ AND DEKORZ PRIVATE LIMITED

(Company Registered under The Companies Act, 1956/ 2013)

Regd. Office at: 567, NITI KHAND-I, INDIRAPURAM,  
GHAZIABAD, U.P.

Corporate office: 567, NITI KHAND-I, INDIRAPURAM,  
GHAZIABAD, U.P.

Provisional Shop/ Unit No.....

Floor.....

Use of Shop / Unit: Commercial

RERA Registration No.....

Dear Sir,

I/We request to Book above mentioned Shop / Unit under ..... Payment Plan. I/We remit herewith.  
a sum of Rs..... (Rupees ..... only) by Bank Draft/Cheque No. /UTR  
No..... Dated..... Drawn on ..... as booking  
amount.

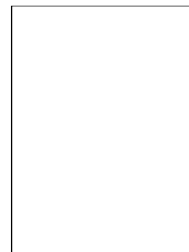
The applicant(s) have clearly understood that this application does not constitute an Agreement . Notwithstanding se  
and the applicant(s) do not become entitled to the provisional and/or final allotment of a shop/unit. Notwithstanding the  
fact that the company has issued a receipt in acknowledgement of the money tendered with this application.

The Applicant(s) acknowledges that the company has provided all the information and clarifications as sought by the  
applicant(s) and satisfied with the same. The applicant has relied on own judgment and conducted an inquiry before  
deciding to apply for purchase of the said shop/unit. The applicant(s) has neither relied upon nor is influenced by any  
architect's plans, advertisements, representations, warranties, statements or estimates of any nature whatsoever,  
whether written or oral made by Company or by any selling agents/brokers or otherwise including but not limited to any  
representations relating to the description or physical condition of the said project/said shop/unit. This application is  
complete and self-contained in all respects. No oral or any written representation or statements shall be considered  
constituting part of this application. The Agreement to Sale is in standard draft as per the guidelines of UP RERA is necessary  
to be registered after the execution. Copy of draft agreement to Sale is available at UP Rera Website at [www.UP-Rera.in](http://www.UP-Rera.in) and  
the same shall be applicable and binding. The applicant is duly signed the Annexure-F for its acknowledgement. The stamp  
duty and expenses towards the registration of agreement to sale shall be paid and borne by the allottee(s).

My/Our particulars are given below for your reference and record:

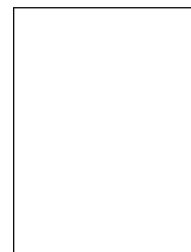
### 1. SOLE OR FIRST APPLICANT

Mr./Mrs./Ms.....  
S/W/D of.....  
Date of Birth.....Profession/Service.....  
Designation.....Nationality.....  
Marital Status.....No. of Children.....  
Residential Status:  
☐ Resident ☐ Non-Resident ☐ Foreign National of Indian Origin  
Residential/Permanent Address.....  
.....  
.....  
Office Address.....  
.....  
.....  
Telephone Res.....Telephone Office.....  
Mobile No.....WhatsApp No.....  
E-mail ID.....  
Income Tax Permanent Account No .....  
Passport No.....Aadhaar Number.....



### 2. SECOND APPLICANT

Mr./Mrs./Ms.....  
S/W/D of.....  
Date of Birth.....Profession/Service.....  
Designation.....Nationality.....  
Marital Status.....No. of Children.....  
Residential Status:  
☐ Resident ☐ Non-Resident ☐ Foreign National of Indian Origin  
Residential/Permanent Address.....  
.....  
.....  
Office Address.....  
.....  
Telephone Res.....Telephone Office.....  
Mobile No.....WhatsApp No.....  
E-mail ID.....  
Income Tax Permanent Account No .....  
Passport No.....Aadhaar Number.....  
Relationship with first applicant.....



### 3. THIRD APPLICANT

Mr./Mrs./Ms.....  
S/W/D of.....  
Date of Birth.....Profession/Service.....  
Designation.....Nationality.....  
Marital Status..... No. of Children.....  
Residential Status:

☐ Resident ☐ Non-Resident ☐ Foreign National of Indian Origin

Residential/PermanentAddress.....

Office Address.....

.....Telephone Res.....Telephone Office.....

Mobile No.....WhatsApp No.....

E-mail ID.....

Income Tax Permanent Account No .....

Passport No..... Aadhaar Number.....

Relationship with first applicant.....

### 4. IN THE NAME OF PARTNERSHIP FIRM/COMPANY/LLP

M/s.....A partnership firm duly registered  
under the Indian Partnership Act 1932, having its registered office at.....

..... through its partner  
authorized by along with firm resolution ..... Shri/Smt S/D/W/o  
Shri/Smt.....(Copy of the resolution signed by all Partners required).

PAN/TIN:.....Registration No.....)

Telephone Nos..... Mobile No.....

WhatsApp Nos.....Email ID.....

**OR**

M/s.....a Company registered under the  
Companies Act, 1956, having its corporate identification no.....and

Having its registered office at..... Through its duly authorized  
signatory Shri/Smt.....

S/D/ W/o Shri/Smt .....

Authorized by Board resolution dated .....

(Copy of Board Resolution along with a certified copy of Memorandum &Articles of Association required).

PAN No..... Telephone Nos.....

Mobile No.....WhatsApp Nos.....

Email ID.....

OR

M/s.....A partnership firm duly registered under the limited liability partnership Act 2008, having its registered office at.....

.....

.....through its partners authorized by along with firm resolution Shri/Smt

.....

S/D/W/o Shri/Smt ..... (Copy of their solution signed by all Partners required).

PAN/TIN.....Registration No .....

Telephone Nos..... Mobile No.....

WhatsApp Nos.....Email ID.....

**5. ADDRESS FOR CORRESPONDENCE.....**

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**RTGS/NEFT Details:**

- **Beneficiary Name:** CLEOH HOMEZ AND DEKORZ PRIVATE LIMITED
- **Bank Name:** AXIS BANK LTD.
- **Branch Address:** Ground floor, GC Centrum, Plot no-7, Mall Road, Ahinsa Khand-II, Indirapuram, Gzb
- **Account Number:** 92402006932971
- **IFSC Code:** UTIB0003356
- **Remark -**

**6. EARNEST MONEY: 10% of the total cost of the Shop/unit.**

**7. DETAILS OF APPLICATION MONEY:**

Rs.....Cheque No./DD No./ RTGS No. .... Date.....

**8. DETAILS OF COST**

**Name of Applicant:** .....

**Provisional Unit No.:**.....

**Total Saleable Area:**.....

**Carpet Area:**.....

**Other Area (IF ANY):**.....**Sq.mtr.(**.....**Sq.Ft.)**

**Price Details**

1. **Basic Sale Price:** Rs.....
2. **Car Parking Allocation Charges:** Rs.....  
**Parking Type:**.....  
**Parking No:**.....

3. Preferential Location Charges (PLC) (IF ANY): Rs.....
- I. Floor PLC: Rs.....
- II. View PLC: Rs.....
4. One Year maintenance charges + GST .....
5. IFMS .....

#### 9. TOTAL COST OF SHOP/UNIT

Rs. .... (in words ..... ) (Inclusive of GST). (\*Sum of Point 1 to 5)

**\*GST of @12% is included in the Total Cost of Shop/unit and is subject to change depending on Govt. Policies.**

The Total cost of SHOP/UNIT is inclusive of one year maintenance charges and Interest Free Maintenance Security as mentioned in Clause 10, 11 and 12 respectively of this Application Form.

**\*Maintenance charges shall be applicable from the expiry of 3 months from the date of offer of possession or actual possession, whichever is earlier.**

**\*GST of @18% will be levied on Maintenance Charges, water charges and common area electricity charges.**

**Note:** Payments to be made by A/c Payee Cheque(s), Demand Draft(s)/ RTGS Transfers in favor of "Cleoh Homez and Dekorz Private Limited – Collection Account for Swarn City Centre" A/c No. 924020006932971" Bank Name Axis bank Ltd. Ahinsa khand II, IFSC – UTIB0003356 payable at Delhi/Noida/Ghaziabad. A/c payee Cheque should be of Delhi NCR or at par.

#### 10. ONE YEAR MAINTENANCE CHARGES (Inclusive of GST @18%): Rs.....

**Note:-** Tentatively the rate of maintenance is Rs. 10/- per sq.ft. per month on saleable area (GST Additional). These charges are tentative, which are based on current costing, and these shall be revised at the time of Offer for Possession and these charges shall be calculated on saleable area of flat only. Terrace/paved/green area shall not be considered for calculation of maintenance charges of respective Shop/Unit. The said maintenance charges shall be escalated 10% every year.

**11.** The water charges and common area electricity charges are in addition to the maintenance charges. These rates shall be subject to escalation every year by minimum @ 10% per annum. Water meter cost shall be borne by applicant(s) himself.

- 12.** IFMS\* (Interest Free Maintenance Security) Rs..... (payable at the time of offer of possession). \*This amount is transferred to RWA/AOA at the time of Project handover as per the norms of Agreement to Sale/Memorandum of Transfer (MOT) signed with registered RWA/AOA, after deduction of UPPCL security deposit (if any).

#### 13. PAYMENT PLAN: - As per Annexure.

#### 14. DETAILS OF PROPERTY:

Provisional Shop/unit No.	
Saleable Area in Sq.mt. / (Sq. Ft.)	
Carpet Area in Sq.mt. / (Sq. Ft.) as per RERA	

1 Sq. Mtrs = 10.764 Sq. Ft.	
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**Note: In the Project, in every shop 13<sup>th</sup> number Shop exists but for nomenclature purpose, 13<sup>th</sup> Shop is named and marked as 14<sup>th</sup> Number and same changes shall be there for subsequent shop.**

Other Details.....

\*Carpet Area:- The net usable floor area of a shop/unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls, column and structural walls of the shop/unit.

**15. SOURCE OF PAYMENT:**

- |                                  |                          |
|----------------------------------|--------------------------|
| i) Own Saving                    | <input type="checkbox"/> |
| ii) Family & Relatives           | <input type="checkbox"/> |
| iii) Loan                        | <input type="checkbox"/> |
| iv) Any Combination (i) to (iii) | <input type="checkbox"/> |

- I/We have clearly understood that notwithstanding the fact that the Company may have issued an acknowledgement of having received application amount/Earnest money, I/We do not become entitled or can claim any right of Allotment of the said Shop/ Unit unless it is confirmed by the company in writing.
- I/We are aware that M/s CLEOH HOMEZ AND DEKORZ PRIVATE LIMITED is the owner and in vacant and actual possession of the land parcels situated at Plot No. CS-2, Block-C, Swarnjayanti Puram, Tehsil & District Ghaziabad, Uttar Pradesh having a total area admeasuring 1417.5 square meters.
- That I / promoter shall complete the said project by 30/06/2028. As per the agreement between Ghaziabad Development Authority & M/s CLEOH HOMEZ AND DEKORZ PRIVATE LIMITED our last installment is due on 29/09/2029, but I / promoter ensure to deposit all the installments/ cost of plot GDA (Ghaziabad Development Authority) before 30/06/2028 and get the sale deed of the plot executed in the favor of CLEOH HOMEZ AND DEKORZ PRIVATE LIMITED.
- I/We are aware that the Ghaziabad Development Authority has allotted the said land of 1417.5 Square meters to M/s CLEOH HOMEZ AND DEKORZ PRIVATE LIMITED through registered Agreement dated 01/02/2023, in Book no. 1, Jild/Volume No. 17434 on pages 395 to 416 as document no. 883 before the Sub Registrar of Registration, Ghaziabad.
- In the event of the Company agreeing to allot the Said Shop/unit to me/us, I/We agree to pay further installments of the Consideration and all other dues as stipulated in the application/Payment Plans, failing which the application/ Allotment shall be treated as cancelled and Application Money or Earnest Money (whichever is higher) paid by me/us shall stand forfeited in favor of the Company.
- I/We have clearly understood that in case I/We decide not to continue with the booking and the same is communicated in writing to the company within 15 days of signing of this Application Form then the amount paid by I/We against the Provisional Shop/unit shall be refunded without any deduction. In case I/We decide not to continue with the booking and the same is communicated in writing to the company after 15 days of signing of this Application Form then company shall be entitled to deduct the Earnest Money paid by me/us and taxes deposited with the government. After this deduction, the balance amount (if any) will be refunded to us/me.

- I/We have seen all the documents of approvals, project layout & specifications etc. pertaining to the aforesaid Project and am/are fully satisfied with the title and rights of the said company in respect of the aforesaid Project.
- Any dispute with regard to application or allotment or agreement to sale shall be subject to UP Rera Authority, Lucknow.

**16. CHANNEL PARTNER (COMPANY NAME)/ (BROKER(s) OR DIRECT SALES TEAM (EXECUTIVE NAME)**

**RERA Number of Channel Partner**

**17. ELECTRICITY METER .....: (K.V.A.) through single point connection/multi point connection.**

Note:

Though you have opted above option, but at the time of obtaining Occupancy/Completion. Company will apply for electrical connection, at that time there can be two scenarios:

- a) Single Point Connection: In this case the company shall provide the infrastructure and meter to the allottee(s). The proportionate security deposit with the respective electric authority will be deducted from IFMS at time of hand over the maintenance and common area of the project to AOA and its fixed and variable charges shall be payable by the applicant(s) and its rates shall be decided at the time of offer of possession depending upon prevailing tariff.
  - b) Multi point Connection: In this case company shall provide the infrastructure for electricity in the Shop and allottee(s) will apply directly for electricity connection to Competent Authority/ UPPCL. Its meter cost, installation cost and Security Deposit shall be borne by allottee(s) himself/herself/themselves and its fixed and variable charges shall be payable by the applicant(s) and its rates shall be decided at the time of offer of possession depending upon prevailing tariff.
- II. The electrical installation/ transformers/ E.S.S. equipment's and cabling shall be designed with 60 % diversity factor. For example, for 10000 KVA load only 6000 KVA capacity shall be installed.
  - III. **POWER BACK-UP .....(K.V.A.)** facility shall be provided through DG and its fixed and variable Charges shall be payable by the applicant(s) and their rates shall be decided at the time of offer of possession depending upon prevailing prices of fuel.
  - IV. The DG equipment and cabling shall be designed with 80 % diversity factor. For example, for 100 KVA load only 80 KVA capacity shall be installed.

**18.** All rules & regulations of RERA shall be applicable.

**19. Annexure:**

- A. Payment Plan
- B. Shop/unit Floor Plan
- C. Project Layout Plan
- D. Specification, amenities, facilities (which area a part of project/shop)
- E. Additional Terms & Condition
- F. Acknowledgement & Confirmation

For.....

M/s CLEOH HOMEZ AND DEKORZ PRIVATE LIMITED

(Authorized Signatory)

## ANNEXURE - A

PAYMENT PLAN-A	
Description	Flexi Payment Plan (% of BSP)
At the Time of Booking	10%
Within 30 Days of Booking	40%
On completion of structure	30%
On Offer of Possession	20%
PAYMENT PLAN-B	
(*Addition 5% Discount)	
Description	Down Payment Plan (% of BSP)
At the Time of Booking	10%
Within 45 Days of Booking	80%
On Offer of Possession	10%

## **ANNEXURE – D**

### **Specification, amenities, facilities (which area a part of project/shop)**

#### **Atrium / Lobbies & Common Areas**

Flooring: - Stone / Tiles Flooring  
Ceiling: - Exposed RCC with running Services Area / False Ceiling in lobbies and corridors  
Painting: - OBD Paint  
Railing: - MS Railing / SS Railing (As per Design)  
Walls:-Plaster with Paint  
Electricity: - Common Area & Corridor lighting  
Fire Fighting: - As per Fire NOC  
Air Conditioning: - Nil

#### **Staircases**

Flooring: - Stone Flooring / Concrete Finish  
Ceiling: - White wash Painting: - OBD Paint  
Railing: - MS Railing / SS Railing (As per Design)

#### **Common Toilets**

Male & Female Separate Toilets on second floor  
Flooring: - Tile Flooring  
Ceiling: - Grid Ceiling as per design  
Painting: - OBD Paint  
Walls cladding: - wall Tiles as per design  
WC: - European WC CP  
Fittings: - Chrome finish

#### **Retails/Shops**

Flooring - RCC Slab floor (Flooring to be done by buyer)  
Walls: - Partition Walls / Brick (Fly ash), 75mm thick dry wall, single coat of white cement paint.  
Ceiling: - Exposed RCC Ceiling with running services.  
Doors: - MS rolling Shutter on opening / Aluminum Glazing as per details  
Electricity: - Single point distribution for main electrical board up to shop  
Air Conditioning: - Individual units to be installed by Buyer.  
Fire Fighting: - As per Fire NOC  
External Façade: - As per Design

#### **Structure**

RCC slab and column structure with masonry partitions  
Lifts and staircases connecting Retail levels.

#### **Landscape**

Richly landscaped external plaza with paving and Plantation

#### **Security**

Video Surveillance- At appropriate location of all floors

#### **Life Safety**

Wet Riser/Hose Reels/Sprinklers/Fire Extinguishers - Provided as per norms.

**HVAC**

Ventilation and Exhaust - Provided for All Common toilets.

**Electrical**

Distribution - Provision of cable up to U Distribution Board

Emergency Lighting- Emergency lighting in selected common area

**Diesel Generators**

ESS & diesel generators.

DG set - As per load recruitment

Transformer - As per load requirement

**Communication**

Provision for voice & DATA.

Lift - Otis/Schindler/Thyssen/Kone/equivalent/ECE

**Disclaimer: M/s CLEOH HOMEZ AND DEKORZ PRIVATE LIMITED reserves the right to change the area and specifications without prior notice; if the area differs at the time of possession, cost would be adjusted upwards or downwards, as the case may be.**

#### **ADDITIONAL TERMS & CONDITIONS**

1. This commercial plot no. CS-2 is located in Block C, Swarnjayanti Puram, Ghaziabad, Uttar Pradesh by the name of "Swarn City Centre" comprising of Shops of different sizes. The Plot has been allotted by Ghaziabad Development Authority and The Project has been sanctioned by Ghaziabad Development Authority.
2. The Allottee(s) is aware that Shops are being allotted to various persons under terms and conditions mentioned in this letter. The Allottee(s) agrees that he/she/they will use the said Shop for business purpose and shall not use the aforesaid Shop for any other purpose which may or is likely to cause nuisance to Allottee(s) of other Shops or to crowd the passages to use it for any illegal or immoral purpose. The Allottee(s) shall not store any hazardous/ Fire hazardous or polluting articles/substances in the said Shop.
3. It is hereby agreed, understood and declared by and between the parties that the sale deed/registry shall be executed and registered in favor of the Allottee(s) after the Shop has been fully and finally constructed at the site, after receipt of the total sale consideration and other charges, agreed herein, by the Company and other connected expenses i.e. cost of Stamp Duty for registration of the sale deed / registry, registration charges/fee, miscellaneous expenses and Advocate legal fee/charges, which shall be borne and paid by the Allottee(s).
4. Changes in Name
  - 4.1 That the Allottee(s) shall not be entitled to get the name(s) of his/her nominee(s) substituted in his/her place. The Company may, however, in its sole discretion, permit such substitution on such terms and conditions including payment of such administrative charges plus GST as it may deem fit. Any change in the name of the Allottee(s) as registered/recorded with the Company (including addition/deletion), amongst family members (husband, wife, and own children and real brother/sister) will be attracting administrative charges. Administrative charges as prescribed by the Company from time to time will be paid by the Allottee(s), before such change.
  - 4.2 The request letter for change of the right of the Allottee(s) would be duly signed by all the concerned parties and would be accompanied by a no-objection letter/certificate from the concerned bankers or financial Institutions in case payment against the said Shop was made by the Allottee(s) by raising funds/loans against allotted Shops as security from bankers or financial Institutions.
  - 4.3 The substitution/change of name in place of the Allottee(s) will be done as per the applicable law.
5. That a written intimation for Possession of shop will be sent to the Allottee(s) and a Fit-Out of 3 months will commence from the date of "Offer For Possession". The Said "Fit-out-Period" is in order to facilitate the Allottee to comply with the requisite formality viz, obtaining NOC from the accounts department of the company, registration of Sale Deed etc. The final touch will take 20 to 30 days for an individual shop. Maintenance charges shall fall due on the expiry of fit out period as mentioned in the intimation letter.
6. The Sale deed shall be executed in favour of the Allottee within a reasonable time after receipt of full sale consideration and other charges, if any from the Allottee and compliance of all other requirements under this Agreement and as required by any

competent authority in this regard. The Allottee shall be liable to pay the cost of stamp duty, registration charges and other legal and incidental charges that may be applicable at the time of execution and registration of sale deed. The sale deed shall contain the relevant terms and conditions out of this agreement and may contain certain other terms and conditions which may be deemed necessary for the purpose of maintenance of the Complex and other common facilities among the Allottees and to ensure the compliance of applicable provision of law.

7. That the allottee(s)/RWA after possession shall comply with all the mandatory requirements and compliance as the Ministry of Environmental Impact Assessment (EIA) norms, U.P. Pollution control Board/Water Commission/any other rules and regulations by State of U.P or any other competent authority. That the allottee(s) shall abide by all laws, rules and regulations of the GDA/local authority/State Gov./Govt. of India and of the Resident Welfare Association (as and when the RWA formed and till then as prescribed by the company) and shall be responsible for the deviations, violations or breach of any of the conditions of law/bye laws or rules and regulations after handing over the possession of the shop.
8. Any request for any change in construction of any type in the Shop from the Allottee(s) will not be entertained / allowed.
9. That the allottee(s) can also avail Extra Power back-up facility at prevailing rates +service tax/ GST as applicable. The allottee(s) may kindly ensure to have given his/her/their consent in writing at the time of application, as no request for extra power back-up facility shall be entertained later on. The per unit charges of the power back-up (i.e. running of DG Set) shall be subject to the prevailing rates of fuel at the time of possession.

Note:- Any request for reducing the electrical and power back-up load shall not be entertained and no refund shall be made thereon, the said load(s) always be final as once opted in this booking application. The electrical installation / transformers / Gensets E.S.S. equipments and cabling shall be designed with 50% diversity factor for example for 100 KVA load only 50 KVA capacity shall be installed.

10. Prepaid electric meter will be installed for individual shops. The buyer will have to recharge the meter in advance for making payment in account of electricity consumption (Electricity or Generator Supply) and monthly maintenance charges. Rate of electricity from generator will be decided by the maintenance body as per the rate of diesel and other consumables periodically.

#### **11. MAINTENANCE**

11.1 The Allottee hereby agrees to enter into a Maintenance Agreement with the Company or any other association/agency (hereinafter referred to as the 'Maintenance Agency') as may be appointed/nominated by the Company from time to time for the up-keep and maintenance of various common services or facilities including the unkeep, repair, security and maintenance etc. of the Said Project and its common areas, infrastructure and service/amenities therein and the Allottee shall pay the Maintenance Charges as per bills raised by the Maintenance Agency, as and when and in the manner demanded by the Maintenance Agency, from the date of offer of possession, irrespective whether the Allottee is in occupation/possession of the Said Shop or not. The Allottee hereby undertakes to abide by all the rules, terms and conditions of the maintenance

agreement/bylaws.

of the maintenance agency and any Amendments/modifications therein. The allottee(s) will deposit @100/- per sq.ft. of Total Area as interest free non-refundable security deposit with the company or its nominee as appointed by company. That the intending allottee(s) has/have to pay monthly Maintenance Charges @ Rs. 10.00/- per sq. ft. (as applicable rate) to the Maintenance Body of "Swarn City Centre" nominated by the Builder or RWA duly formed after the Completion of the Complex. These charges are as per the prevailing rates and may be revised from time to time.

- 11.2 In case of failure of the Allottee to pay the maintenance bills and /or other such charges on or before the due date, the Allottee in addition to permitting the Maintenance Agency to deny him/it the maintenance services, also authorizes the Maintenance Agency to adjust such arrears/dues against the IFMS deposited by the Allottee with Maintenance Agency. The arrangement shall continue till the maintenance of the Said Project is handed over to the Municipal Authorities or the association of the Allottee/occupants( RWA)
- 11.3 Further, the Maintenance Agency reserves the right to revise maintenance charges/IFMS from time to time in keeping with the revision in the cost of maintenance of services and the Allottee agrees to pay such revision as and when demanded by the Maintenance Agency. However, this increase will be based on formula prescribed by GDA.
- 11.4 That at the time of handing over the maintenance of the complex to the RWA the following will be handed over to the RWA, all existing lift, corridors, passages and overhead water tanks, firefighting equipment's with motors rooms, Single Point Electricity Distribution system with all liabilities, Gen-sets, Security Gates with intercom, lift room at terrace and other area falling in common area.
- 11.5 Any delay in maintenance payments will make the Allottee(s) liable for interest @18% per annum. Non- payment of any of the charges within the time specified shall also disentitle the Allottee(s) to the enjoyment of common services, use of lifts and use of water etc. The Allottee(s) consents to this arrangement whether the building is transferred to other Body Corporate and shall continue till such time as the Company terminates the arrangement.
- 11.6 That the Allottee(s) shall also pay to the Company (or its nominee/agency as appointed by the Company) such charges as may be determined for maintaining various services/facilities in the Complex such as common area lighting, area security, maintenance of external sewer and bulk water supply and distribution systems, and public utility places and any such services and cost towards administrative set up to run the services and purchase of equipment and machinery required to provide these services and depreciations thereof until the same are handed over to the Government or a Local Body for maintenance, in addition to the maintenance charges and other charges.
12. It is hereby agreed, understood and declared by and between the parties that the Company may take construction finance/demand loan for the construction of any Block/Tower/Building in the said project or part thereof from the Banks/Financial Institutions after mortgaging the land/Shops of the said Township however, the sale deed in respect of the said Shop in favour of Allottee(s) will be executed and registered free from all encumbrances at the time of registration of the same.

13. The Allottee(s) agree(s) and undertake that before or after taking possession of the Shop or at any time hereafter, he/she/they will have no right to object the Company constructing or continuing with the construction of the other buildings adjoining to or otherwise in the building.
14. The Allottee(s) shall abide by all laws, rules and regulations of the G.D.A./Local Bodies/State Govt. of U.P/Central Government and of the proposed Body Corporate, and shall be responsible for all deviations, violations or breach of any of the conditions of law/bye laws or rules and regulations before and after the completion of the Township. The Shop shall be used for the purpose for which it is allotted.
15. In case any action or claim is initiated by any Authority to pay the stamp duty and if any stamp duty and other charges etc. is become payable on this Allotment Letter and any other document pertaining to this Allotment now or in future, the same shall be payable and be paid by the Allottee and the Company will not be liable to pay any part thereof.
16. In case any action or claim is initiated by any Authority to pay the stamp duty and if any stamp duty and other charges etc. is become payable on this Allotment Letter and any other document pertaining to this Allotment now or in future, the same shall be payable and be paid by the Allottee and the Company will not be liable to pay any part thereof.
17. That in case there are joint Allottee(s), all communications shall be sent by the Company to the Allottee(s) whose name appears first and at the address given by him/her, which shall for all purpose be considered as serviced on all the Allottee(s) and no separate communication shall be necessary to the other named Allottee(s). Allottee(s) has/have agreed to this. This Allotment letter and it's all terms and conditions does not constitute an Agreement to sell.
18. Before selling the shop the owner of the shop has to take NOC from Maintenance agency for clearing due maintenance charges if any.
19. The Allottee understands and agrees that in the event of any failure on his/ its part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India; he/it shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended from time to time. The Allottee shall keep the Company fully indemnified and harmless in this regard.
20. The cost of shop calculated is after giving all discounts, GST rebate etc. No further rebate on any account will be admissible.
21. It is also further understood that the Developer has all necessary permissions and NOCs for underground bore well and the same can be facilitated/ provided to the Allottee as per the demand for purposes strictly limited to drinking and other consumption purposes (non – construction activities). However, the Allottee shall be solely and entirely responsible for all compliances with regard to the same and shall at all times ensure that the same has been complied with.
22. It is understood and agreed between the parties that the Developer shall provide Electricity Connection up to the said Commercial Plot and will charge from the Allottee on metered unit at the prevailing UPPCL rates. The Security deposit if any payable by the Developer to UPPCL shall be reimbursed by the Allottee based on the load sanctioned. It is also additionally understood and agreed by the parties that if in future any rule for supply is changed by any concerned electricity authority or UPPCL, the same will be applicable to both parties. However, it is agreed between the parties that the cost of laying of cables/ providing of cables from nearest sub-station shall be borne by the

Allottee.

23. As stated above the Developer is responsible for providing internal services within the said Project which inter-alia include (i) laying of pavements (ii) laying of plumbing lines, (iii) laying of electrical lines. However, it is understood that external or peripheral services such as water lines, sewer lines, storm water drains, roads, electricity, horticulture etc. are to be provided by the Government or the concerned Local Authority up to the periphery of the Plot.

**FOR OFFICE USE ONLY**

RECEIVING OFFICER:

Name.....Signature.....Date.....

Type of Shop Unit ....., Shop/Unit No. ...., Floor .....

Use of Shop Unit :- Commercial

Check List for Receiving Officer:

- (a) Earnest Money/ Application Money cheques/drafts/ RTGS ☐
- (b) Customer's signature on all pages of the application form ☐
- (c) Photographs of the applicant(s) ☐
- (d) PAN No. & copy of PAN Card/ Undertaking Form No. 60 ☐
- (e) **Aadhaar Card No. & copy of Aadhaar Card** ☐
- (f) Copy of the Cancelled cheque of each Applicant ☐
- (g) For Companies: Memorandum & Articles of Association and Certified copy of Board Resolution ☐
- (h) For partnership firms : photocopy of Firm Registration and partnership deed ☐
- (i) For Foreign Nationals of Indian origin: Passport Photocopy/funds from NRE/FCNR A/c ☐
- (j) For NRI: Copy of Passport & Payment through NRE/NRO A/c ☐
- (k) For Hindu Undivided Family (HUF): Authority letter from all co-parcener's of HUF authorizing the Karta to act on behalf of HUF. ☐

**RECEIVING OFFICER:**

Name..... Signature..... Date: .....

Sales Rep.	Received by (Inventory)	Checked by ( C R M )	Checked by (Audit Deptt.)
Signature	Signature	Signature	Signature

#### GENERAL TERMS AND CONDITIONS AS PART TO THIS APPLICATION FORM

The Applicant(s) agrees to the following:-

1. The Company has registered this Project named and styled as Swarn City Centre ('Project') with the UPRERA under the provisions of Real Estate (Regulation & Development) Act, 2016 and rules framed thereunder for the state of Uttar Pradesh. The RERA Registration no. is \_\_\_\_\_ & for detailed information & any references the website link is [www.up-rera.in](http://www.up-rera.in).

2. The Applicant(s) has/have fully understood the development scheme as envisaged by the Company. The Applicant(s) is applying for allotment of the Shop/unit in the Project (i.e. within the Project) proposed to be developed by Company with full knowledge of all the laws/notifications and rules applicable to the Project being located at Ghaziabad, Uttar Pradesh in particular and has satisfied himself about the rights/title/interest of Company in the Lands forming the integral part of the Project Land and has understood all limitations and obligations of Company in respect thereof.

3. The Applicant(s) acknowledges and confirms that the Company has provided all information, clarifications and documents in relation to the said Project. The Applicant(s) further acknowledges that he has seen all documents / papers in relation to the Project, including but not limited to the title documents, building plans, sanctions, approvals etc. obtained from the competent authorities and the present Application has been made after being fully satisfied about the rights, title and interest possessed by Company over the Project Land.

4. The Applicant(s) understands that his rights, title and interest in the Shop/unit to be allotted in the Project shall be governed by the Applicable Laws and this shall also be specified under the Agreement to Sale. The Applicant(s) shall have all rights and entitlements in respect to the Shop/unit; along with right to use the common areas and facilities (other than those reserved /restricted for any other owner / right-holder at the Project or a group thereof or otherwise intended to be transferred by the Company to third parties as permitted under Applicable Laws). It being clarified that the Applicant(s) shall not have any exclusive right, title or interest in any area outside the Project including common areas and facilities at the Project and the same shall be used by the Applicant(s) in-common along with other occupants, as per the Project guidelines to be formulated by Company and which shall be provided under the Agreement to Sale and the Applicable Laws.

5. The Applicant(s) also understands that the membership fee and the terms & conditions for use of any amenities within Project shall be such as may be prescribed/ decided by the Company/ its nominated agency from time to time and applicant(s) shall also strictly follow all the rules and it is clearly specified herein that amenities within the project means amenities developed particularly for the project i.e. Swarn City Centre which is located at **Plot No. CS-2, Block- C, Swarn Jayantipuram, Ghaziabad, U.P.** That the applicant also understands that by buying the Shop/unit with the company, applicant(s) shall not get any right on the amenities/ facilities in the adjacent projects/areas.

6. The Applicant(s) is fully satisfied with the cost of the Shop/unit and has agreed to pay all the payments /amounts as per the agreed / applicable payment plan. The Applicant(s) hereby also agrees and undertakes to pay all the amounts due along with applicable Taxes and payable to the Company in accordance with the Payment Plan opted on or before the respective due dates. It is

being clarified that the Company will send reminders for making the payment as per Payment Plan and/or for the invoices or demands raised by the Company, it is clearly clarified that these above-mentioned reminders can be by way of any digital communication like E-Mails or WhatsApp messages or through post as well. As the timely payment is the essence of the transaction, so any kind of delay in payment either on account of self-funding or due to delay in arrangement of loans from Banks/ NBFC's/Housing Finance Companies / or any other Financial Institution shall be a sole responsibility of the Applicant(s). Further the Applicant(s) is responsible to bear and pay the delayed payment interest on the respective installment to the Company.

7. It is understood by the Applicant(s) that 10% of the Cost of Shop/unit, shall be construed, considered and treated as "Earnest Money", to ensure the performance, compliance and fulfilment of his/her obligations under this Application and later as per the Agreement to Sale. The Earnest Money shall include Application Money as paid by the Applicant(s) under this present Application.

8. The Applicant(s), undertakes to sign & execute Agreement to Sale after completing 10% of the total cost of the Shop/unit and in case, Applicant(s) opts for cancellation of booking before signing the Agreement to Sale or does not come forward for signing or executing the same while making lame excuses even after giving two notices of 15 days each by the company, in that case, the Company without prejudice to any other rights, shall be entitled to forfeit earnest money along with the amount of tax deposited with the government.

9. In case the Applicant makes defaults in completing the earnest money after depositing part payment and does not respond on emails and calls, in that case after expiry of 30 days from deposit of this part payment, the Company is entitled to forfeit his deposited amount and free to sell this Shop/unit to any other party. The condonation of delay and Continuation of this Shop/unit is at the discretion of the Company with deposit of required penalty and interest charges.

10. All outstanding amounts payable by any party under this transaction shall carry such applicable interest at the rate of 1% (one percent) above the then existing SBI MCLR (State Bank of India - Marginal Cost of Lending Rate) per annum.

11. Any request for endorsement will not be entertained by the company before execution and signing of Agreement to Sale and it shall be at the discretion of the Company and subject to payment of applicable charges.

12. The name addition and deletion of blood relations of the Applicant(s) will be accepted, and Applicant(s) will have to pay required administrative charges which are at present Rs. 25,000/- + GST. Administrative charges shall keep on changing from time to time.

13. The additional compensation / ganga water charges/metro cess/farmer compensation or any increase in price (if any) payable to any govt. authority or antecedent owners of the Project Land/or any part of it if required to be paid by Company after the date of booking, as a consequence of any order from any Court of competent jurisdiction or as directed by the govt. authority shall be charged additionally from the Applicant(s), and the Applicant(s) shall make payment of the proportionate share of the same without any demur and shall not raise any objection for the same.

14. The Applicant(s) agrees and undertakes to pay all charges as demanded by the company towards electricity, water and sewerage connection, electricity meter and water meter, if any, maintenance charges for upkeep and maintenance of various common services and facilities (excluding internal

maintenance within the Shop/unit) etc. as may be levied by Company or Shop/unit / association of Shop/unit holders at the Project or by the maintenance agency / property manager appointed for the said purpose by Company. The Applicant acknowledges that Company is entitled to charge advance maintenance charge for a period of 1 (one) year which will be calculated from the period starting from expiry of three months from the date of sending Offer of Possession or actual possession whichever is earlier.

15. If any of the cheques of the Applicant(s) gets dishonored for any reason whatsoever, Company shall be fully entitled, at its sole discretion, to cancel the Booking and to forfeit Earnest Money along with Non-Refundable taxes. However, the Company may, at its sole discretion, defer its right to cancel the booking by charging cheque dishonor charges of Rs. 1000/- + GST for the first default provided the Applicant(s) promptly pay all the due amount along with interest within a limited period of 15 days. After a period of 15 days the company shall have the right to cancel the Booking and forfeit the Earnest Money along with Non-Refundable taxes.

16. The Company is absolutely free and competent to offer the possession of Shop/unit on the basis of Deemed Completion as envisaged Uttar Pradesh Urban Planning and Development Act, 1973, Uttar Pradesh Apartment (Promotion Of Construction, Ownership And Maintenance) Act, 2010 and building by-laws of Ghaziabad Development Authority. The expression 'Deemed Completion' shall mean if the completion certificate is not issued by the prescribed sanctioning authority within three months of submission of the application by the company with all required NOC's, the same shall be qualified as deemed completion.

17. The Completion Time Period shall stand reasonably extended on account of (i) any force majeure events like Pandemic, Lockdown, Natural Disaster, NGT restrictions, construction ban or any delay caused by the government authorities in granting approvals, affecting the regular development of the real estate project and/or (ii) reasons beyond the control of the Company and/or its agents and/or (iii) due to non-compliance on the part of the Applicant(s) including on account of any default on the part of the Applicant(s). The time period lost during the continuance of the above events along with such additional period till the resumption of all activities to its normal state shall explicitly excluded from agreed possession date.

18. The Applicant(s) is aware that for the purposes of maintenance and management of the Project, the Company would be appointing a facility management company, at its sole discretion without any reference to the Applicant(s) and other occupants of the Project on such terms and conditions as the Company may deem fit and the Applicant(s) agrees and consents to the same. The Applicant(s) acknowledges that the Company may also retain some portion/Shop/units in the Project which may be subject to different terms of use as may be permissible under law, and the Applicant(s) shall not raise any objections with respect to the same. The applicant(/s) is also aware that some portion of the maintenance charges shall be transferred for maintenance of township.

19. In case of joint Applicant(s), all correspondence/communication shall be sent to the Applicant, whose name appears first and at the address or WhatsApp Number provided by the first named Applicant, which shall for the purposes be considered as served on all the Applicant(s) and no separate communication shall be required to the other named Applicant(s). For any kind of change in the mailing communication address or WhatsApp numbers of the Applicant(s), the Applicant(s) shall inform the Company by filing the requisite form and receiving proper acceptance receipt from the officer in-charge. Failing which all demands, notices etc. sent by Company to the address or WhatsApp numbers already in the records of the company shall be deemed to have been received by all the Applicant(s).

20. In the case of joint application for the Shop/unit, all payments/ refund to be made by the Company to the joint applicant(s) under the terms of the transaction documents which shall be valid discharge of all liabilities of the company towards all such joint Applicants.

21. In case the Competent Authorities grant any additional FAR / construction rights over the Project Lands, the same shall be available to the Company.

22. The Applicant(s) has to deduct the applicable tax deduction at source (TDS) at the time of making of actual payment or credit of such sum to the account of the Company, whichever is earlier as per section 194IA of the Income Tax Act, 1961. Any failure to deduct or deposit TDS would attract interest & penalty as per provisions of Income Tax Act, 1961. The Applicant(s) shall submit the original TDS certificate in the prescribed timelines mentioned in the Income Tax Act, 1961. If the Applicant(s) fails to submit the TDS certificate to the Company on the TDS deducted within the stipulated timelines as per Income Tax Act, the Applicant(s) shall be liable to pay penalty as per provisions of Income Tax Act, 1961.

23. The Applicant(s) clearly and unequivocally confirm(s) that in case remittances related to provisional application of the Shop/unit are made by non-resident(s)/foreign national(s) of Indian origin, it shall be the sole responsibility of the Applicant(s) to comply with the provisions of the Foreign Exchange Management Act, 1999 (FEMA) or statutory enactments or amendments thereof and the rules and regulations thereunder and/or any other applicable laws including that of remittance of payments, acquisition/sale or transfer of immovable property/ies in India and provide to the Company with such permission/approvals/no objections to enable the Company to fulfill its obligations under this Application and Agreement to Sale. Any implications arising out of any default by the Applicant(s) shall be the sole responsibility of the Applicant(s). The Company accepts no responsibility in this regard and the Applicant(s) shall keep the Company fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard. Whenever there is a change in the residential status of the Applicant(s), subsequent to the signing of this Application Form, it shall be the sole responsibility of the Applicant(s) to inform the Company by filing the requisite form and receiving proper acceptance receipt from the officer in-charge. Failing which all demands, notices etc. sent by Company to the address or WhatsApp numbers already in the records of the company shall be deemed to have been received by all the Applicant(s).

24. The Applicant(s) hereby declare(s), agree(s) and confirm(s) that the monies paid/payable by the Applicant(s) under this Application towards the said Shop/unit is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time (collectively Money Laundering Regulations. The Applicant(s) further declare(s) and authorize(s) the Company to give personal information of the Applicant(s) to any statutory authority as may be required from time to time. The Applicant(s) further affirms that the information/ details provided is/are true and correct in all respect and nothing has been withheld including any material facts within his/her/their/its knowledge. The Applicant(s) further agree(s) and confirm(s) that in case the Company becomes aware and/or in case the Company is notified by the statutory authorities of any instance of violation of Money Laundering Regulations, then the Company shall at its sole discretion be entitled to cancel/terminate/reject this Application. Upon such termination the Applicant(s) shall not have any right, title or interest in the Shop/unit nor have any claim/demand against the Company, which the Applicant(s) hereby unequivocally agree/s and confirm/s. In the event of such termination, the monies paid by the

Applicant(s) shall be refunded by the Company to the Applicant(s)/Statutory authority as per the circumstances & orders issued by Authority and after this, applicant(s) shall not have any claim against the Company for respective property.

25. The Applicant hereby confirms that he is fully aware of the payment plan adopted by him and he agrees to fully comply with it.

26. The terms and conditions mentioned herein are indicative in nature. The detailed terms and conditions contained in the Agreement to Sale shall follow this Application.

27. The Applicant(s) shall sign all the pages of this Application in token of his acceptance of the same. The Applicant(s) agree(s) that the Application once made will be final and changes (if any) can be made only subject to the discretion of the Company. The Applicant(s) herein declares that the above terms and conditions have been read and understood by me/us and the same are acceptable to me/us.

28. That Applicant(s) are fully aware that M/s CLEOH HOMEZ AND DEKORZ PRIVATE LIMITED has not authorized any person or company to collect the payment on their behalf. All the payments against my/our booking will be made only to M/s CLEOH HOMEZ AND DEKORZ PRIVATE LIMITED and its affiliated companies. M/s CLEOH HOMEZ AND DEKORZ PRIVATE LIMITED shall not be responsible for payments made to any other party other than the M/s CLEOH HOMEZ AND DEKORZ PRIVATE LIMITED.

**ANNEXURE – F**

**CONFIRMATION & ACKNOWLEDGEMENT**

I/ We have read and understood the contents and terms and conditions of this application form and the Annexures. I/We hereby agree, accept and undertake to abide by all the terms and conditions as stipulated in this application form.

**Date.....**

**Place.....**

(Allottee/s)

**Name.....**

**Signature.....**

**CUSTOMER FEEDBACK FORM**

**(MANDATORY)**

**1) How did you get to know about us?**

(a) Newspaper Ad ☐ (b) Outdoor ☐ (c) Radio ☐ (d) Website ☐ (e) Reference ☐ (f) Broker ☐ (g) Exhibition ☐ (h) Any Other ☐

**2) With whom you have booked this Shop/unit?**

(a) Direct sales team / Executive of our company, please mention name.

.....  
.

(b) Through Channel partner (Broker) .....please specify the name of broker and its Executive name/Salesperson name.....

**3) Please rate your experience**

(a) With the Salesperson Excellent ☐ Good ☐ Average ☐ Poor ☐

(b) With the Channel Partner Excellent ☐ Good ☐ Average ☐ Poor ☐

(c) Overall Experience with the Promoter Excellent ☐ Good ☐ Average ☐ Poor ☐

(d) Experience at Project Site Excellent ☐ Good ☐ Average ☐ Poor ☐

**4) Remarks/Any Comment**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**5) Would you like to provide any references whom we can contact for our business promotion:**

(a) Name \_\_\_\_\_  
Mobile No \_\_\_\_\_  
Any Other Number \_\_\_\_\_

(b) Name \_\_\_\_\_  
Mobile No \_\_\_\_\_  
Any Other Number \_\_\_\_\_